

Miniature Horse Photos & Fun

Miniature Horse Drawn Carriage Ride Company

Magalia, CA
(530) 873-9424

www.forrestblissphoto.com/carriage_rides
E-mail: carriage_rides@forrestblissphoto.com

Reservation and Contract Sheet

This Contract for Services is made effective as of _____, by and between Forrest & Tracy Bliss of Miniature Horse Photos & fun of P.O. Box 1103 Magalia, California 95954, and _____. In this Contract, the party who is contracting to receive services will be referred to as "the Participants," and the party who will be providing the services will be referred to as "Miniature Horse Photos & Fun."

1. DESCRIPTION OF SERVICES.

Beginning on the date of: _____, with the carriage ride boarding Time of: _____, Miniature Horse Photos & Fun will provide to the Participants the following services (collectively, the "Services"):

Type of Event: Please check one:

Wedding Anniversary Romantic Date Education/Demonstration Promotion Party

If for a wedding, please give the Bride's name: _____

And the Groom's Name: _____

Boarding Location/Address: _____

Miniature Horse Photos & Fun owns certain Silk Flowers & Decorations for several themes to decorate the carriage and the horse. These are provided for at no additional fee. If you would like different decorations than we provide, we will get them for an additional fee. You, the customer may furnish your own silk or fresh flowers provided they are delivered to the carriage decorator at least 1 ½ hours before the event is to start.

Will you use our decorations request new decorations provide your own or None needed/requested

If requesting new decorations Please explain the theme you desire:

Addition Fee for new decorations: \$ _____

Contact Person on Day of Event:

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Cell Phone: _____

E-mail _____

Person responsible for Payment:

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ E-mail _____

Directions/instructions for event: If more space is needed, use additional pages.

Please initial to the left of each bullet indicating you have read and agree.

- ____ Miniature Horse Photos & Fun will perform a site visit before finalizing this contract. Horses will not be required to pull grades exceeding 4%. Alternate routes will be used to insure a safe trip for both passengers and horses. If no alternate route is available, all fees will be refunded. Miniature Horse Photos & Fun has 10 days to inspect the site/route and return the signed contract to the service recipient for finalization.
- ____ This contract may be cancelled due to unforeseen events including but not limited to, horse's health, broken equipment, etc. If Miniature Horse Photos & Fun cancels, all fees are fully refundable within 10 working days of event. If the service has been started and must halt for reasons beyond our control, Miniature Horse Photos & Fun reserves the right to prorate the service fee.
- ____ Changes to time/location, must be made at least 48 hours in advance to accommodate the schedule change. Due to scheduling, it may not be possible to adjust your scheduled time. Please be prompt as your reservation starts at the contract stated time. Overtime will be \$50 per each additional 1/2 hour. Reservations exceeding 2 hours will include a 15 minute break for the horse to rest and drink per hour.
- ____ Cancellation due to weather must be received 12 hours prior to the start of the event. If cancellation is not received 12 hours prior for a weather related cancellations, payment for event is due in full. Deposits will be credited toward a rescheduled event for up to ONE YEAR. Rain dates are available as Miniature Horse Photos & Fun Calendar permits. It is up to the best judgment of the driver to proceed/start with the

carriage service in the event of inclement weather. Carriage service shortened by the passengers or renter will not be considered a canceled booking. Miniature Horse Photos & fun will work with you to the best of our ability to reschedule your event. If a mutually agreeable date cannot be reached, all fees will be refunded, except the \$50 deposit.

- ____ Miniature Horse Photos & Fun appreciates your business. We promise to work with our customers to make their occasion extra special. Please give us a call to work out any issues or concerns as well as questions.
- ____ In order to have your event date reserved in our books a deposit must be received within 10 days of your reservation request. (If payment is made by a checks, please be aware that **there is a \$25 service fee on all returned checks**)

2. PAYMENT FOR SERVICES. In exchange for the Services the Participants will pay Miniature Horse Photos & Fun according to the following schedule:

Price: \$_____ Deposit: \$50.00 Final Payment Due by: _____

Please initial to the left of each bullet indicating you have read and agree.

- ____ A deposit of \$50.00 is required along with this signed contract to book your special event. For your convenience we accept All Major Credit Cards, Pay Pal, Money Orders, Cash & Checks (**please make checks payable to Forrest Bliss**). This deposit is non-refundable.
- ____ Balance is due 14 days before event if paying by check (please make checks payable to Forrest Bliss). Payments made on the same day as the event must be made in cash or credit card. Full payment must be received before the ride begins.
- ____ Tips for Driver and/or Driver's Helper should be given directly to them. They are not included in the price of the event, but are greatly appreciated.

3. TERM. This Contract will terminate automatically after the ride is complete on _____.

4. CONFIDENTIALITY. Miniature Horse Photos & Fun, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Miniature Horse Photos & Fun, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Participants. Miniature Horse Photos & Fun and its employees, agents, and representatives will protect such information and treat it as strictly confidential. The Participants authorized Miniature Horse Photos & Fun the right to use photographs taken by its employees, agents, and representatives for the purpose of advertising and marketing. This provision will continue to be effective after the termination of this Contract.

5. WARRANTY. Miniature Horse Photos & Fun shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Miniature Horse Photos & Fun community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Miniature Horse Photos & Fun on similar projects.

6. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of

the default. The party receiving such notice shall have 3 days (but not later than the service date and boarding time) from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9. AMENDMENT. This Contract may be modified or amended in writing, if the party obligated under the amendment signs the writing.

10. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of California.

11. NOTICE. Any major change, addition, or deletion notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. As a courtesy, communication by electronic mail (e-mail) may be used to expedite communication, but must be made official as outlined in the paragraph.

12. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Provider:

Forrest & Tracy Bliss of Miniature Horse Photos & fun

By: _____ Date: _____

Forrest Bliss
Owner

Miniature Horse Photos & Fun

Miniature Horse Drawn
Carriage Rides Company

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I have read the above contract fully and agree to all of the above & understand all the terms of the contract.

Signature of Participant or Authorized Person

Signature : _____

Printed Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

E-mail: _____

Phone number (with area code): _____

Alt. Phone number (with area code): _____

Date: _____

******Please be aware that Prices and Availability are not
Guaranteed until service is booked and a deposit is received******